

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1
THOMPSON HINE LLP**

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Attorneys for Creditor Global Merchant Cash, Inc.

In re:

ORBIT ENERGY & POWER, LLC,

Debtor.

Chapter 7

Case No.: 22-19628-ABA

Judge Andrew B. Altenburg Jr.

**Hearing Date and Time:
August 5, 2025 at 10:00 a.m.**

**Objection Deadline:
July 31, 2025**

**CERTIFICATION OF JEREMY M. CAMPANA
IN SUPPORT OF THOMPSON HINE LLP'S MOTION TO WITHDRAW**

I, JEREMY M. CAMPANA, ESQ., hereby state as follows:

1. I respectfully submit this certification (the “Certification”) in support of the *Motion to Withdraw as Attorneys for Creditor Global Merchant Cash, Inc.* (the “Motion”) filed on behalf of Thompson Hine LLP (“Thompson Hine”), Jonathan S. Hawkins (“Mr. Hawkins”) and myself (together with Thompson Hine and Mr. Hawkins, “Movants”). I am over the age of 18 and duly authorized to make this Certification. I am an attorney at Thompson Hine and have appeared as counsel to Global Merchant Cash, Inc. (“GMC”) in the above-captioned bankruptcy proceeding. Accordingly, I am familiar with the facts and circumstances of this case and have personal

knowledge the facts set forth herein except of those facts that are stated upon information and belief, and as to those facts, I believe them to be true.

2. Movants have concluded that they must withdraw from all representation of GMC based upon the lack of a viable, appropriate attorney client relationship, which has rendered communication ineffective and/or the representation unreasonably difficult. GMC has failed to address substantial unpaid fees, which makes continued representation unreasonable. In light of the attorney-client privilege, I cannot detail the specific irreconcilable differences between GMC and Movants. However, the attorney-client relationship between GMC and Thompson Hine and its attorney has deteriorated to a point that continuing the relationship is unreasonable. If necessary, specific details may be disclosed to the Court *in camera*. GMC has been advised of the implications of the relief sought in the Motion and understands that it needs to find replacement counsel to assert its rights in these bankruptcy proceedings.

3. Aside from the proof of claim that was timely filed for GMC during the chapter 11 proceedings, there are no open matters in connection with these bankruptcy proceedings in which GMC and Movants are actively involved, or which require prompt attention. Accordingly, I believe no party will suffer prejudice in the case the Court grants the relief sought in the Motion. Therefore, I believe the relief sought in the Motion is appropriate and necessary.

I hereby certify that the foregoing statements made by me are true, and I acknowledge that if any of the foregoing statements are willfully false, I may be subject to punishment.

DATE: July 15, 2025

/s/ Jeremy M. Campana
Jeremy M. Campana